

**AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 17 - PROFESSIONAL & TECHNICAL
ROAD SERVICES DIVISION
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ARTICLE 1: PURPOSE

The purpose of this Agreement is to promote the continued improvement of the relationship between King County (hereinafter called the County) and the employees represented by International Federation of Professional and Technical Engineers, Local 17 (hereinafter called the Union). The articles of this Agreement set forth the wages, hours and other working conditions of the bargaining unit employees.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1. Recognition.** The County recognizes the Union as the exclusive representative of
3 full-time regular, part-time regular, probationary and Term-Limited Temporary and Temporary
4 employees in classifications listed in the attached Addendum A (Planning Unit), within Roads Services
5 Division and the Department of Transportation Director's Office, and Addendum B (Professional
6 Unit) within Roads Services Division.

7 **Section 2. Good Standing.** It shall be a condition of employment that all employees covered
8 by this Agreement who are members of the Union in good standing on the effective date of this
9 Agreement shall remain members in good standing and those who are not members on the effective
10 date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement,
11 become and remain members in good standing in the Union, or pay agency fees to the Union to the
12 extent permitted by law. It shall also be a condition of employment that all employees covered by this
13 Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the
14 (30th) thirtieth day following the beginning of such employment, become and remain members in good
15 standing in the Union, or pay agency fees to the Union to the extent permitted by law.

16 Provided, however, that nothing contained in this section shall require an employee to join the
17 Union who can substantiate in accordance with case law bona fide religious tenets or teachings that
18 prohibits the payment of dues or initiation fees to Union organizations. Such employee shall pay an
19 amount of money equivalent to regular union dues and initiation fee; said amounts shall be paid to a
20 non-religious charity or to another charitable organization mutually agreed upon by the employee
21 affected and the bargaining representative to which such employee would otherwise pay the dues and
22 initiation fee. The employee shall furnish written proof that such payment has been made.

23 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
24 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
25 of dues and initiation fee or representational fees as certified by the Union and transmit the same to the
26 Union. The Union will indemnify, defend and hold the County harmless against any claims made and
27 against any suit instituted against the County on account of any check-off of dues for the Union. The
28 Union agrees to refund to the County any amounts paid to it in error on account of the check-off

1 provision upon presentation of proper evidence thereof.

2 Provided further that in accordance with various decisions of the United States Supreme Court
3 employees who object to dues and fees being used for union activities not directly related to
4 representation may decline to be members and shall pay an amount of money to the Union that is a
5 reduction of regular dues and initiation fee, as required under the law.

6 **Section 4. Union Security.** Failure by an employee to satisfy the requirements of Section 2
7 above shall constitute cause for dismissal; provided that the County has no duty to act until the Union
8 makes a written request for discharge and verifies that the employee received written notification of
9 the delinquency including the amount owing, the method of calculation, and notification that non-
10 payment after a period of no less than seven (7) days will result in discharge by the County. A copy of
11 each written notification shall be mailed to the County concurrent with its mailing to the employee.

12 **Section 5. New Hires.** The County will require all new employees hired, transferred, or
13 promoted into a position included in the bargaining unit to sign a form (in triplicate), which will inform
14 them of the Union's exclusive recognition. One copy of the form will be retained by the County, one
15 by the employee and the original sent to the Union. The County will notify the Union of any employee
16 leaving the bargaining unit because of termination, layoff, leave of absence or dismissal.

17 **Section 6. Lists.** The County will transmit to the Union, upon request, a current listing of all
18 employees in the unit. Such list shall indicate the name of the employee, wage rate and job
19 classification.

20 **Section 7. Union Office.** An employee elected or appointed to office in a local of the Union,
21 which requires a part, or all of his/her time shall be given leave of absence without pay upon
22 application.

23 **Section 8. Contracting Out.** The County agrees not to contract out the work normally
24 performed by members of the bargaining unit if the contracting out of such work eliminates or reduces
25 the normal workload of the bargaining unit unless such elimination is de minimis.

26 The County agrees to inform the Union of any contracting out under this section.
27
28

ARTICLE 3: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force is vested exclusively in the County subject to the terms of this Agreement. Except to the extent there is contained in this Agreement express and specific provisions to the contrary, all power, authority, rights and jurisdictions of the County are retained by and reserved exclusively to the County, including, but not limited to, the right to manage the work of employees, schedule overtime work, to suspend or terminate, transfer, and evaluate employees; to determine and implement methods, means and assignments, establish classifications and select personnel by which operations are to be conducted, including staffing levels; and to initiate, prepare, modify and administer the budget.

ARTICLE 4: HOLIDAYS

Section 1. Employees eligible for leave benefits shall be granted holidays with pay as follows:

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25th

and special or limited holidays as declared by the president or governor, and as approved by the Metropolitan King County Council; other days in lieu of holidays as the Metropolitan King County Council may determine.

Section 2. Personal Holidays. Employees eligible for leave benefits shall be granted two personal holidays to be administered through the vacation plan; provided, that the hours granted to employees working less than a full-time schedule shall be prorated to reflect their normally scheduled work day. One day shall be credited to the employee's leave balance on the first of October and one day on the first of November.

Section 3. Holidays Observed. Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Section 4. Pay Status. An employee must be in a pay status either the employee's scheduled working day before or the employee's scheduled working day after a holiday in order to receive holiday pay. An employee leaving County employment the day prior to the holiday shall not receive

holiday pay; provided, however, that an employee who has successfully completed at least five years of county service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

Section 5. Alternate Work Schedules.

A. If an FLSA non-exempt employee's regularly scheduled work hours exceed the number of holiday hours earned on any non-work holiday (for example, if they work ten (10) hours, four (4) days per week, and receive eight (8) hours of holiday pay for a non-worked holiday), the employee shall have the option of using accrued vacation hours (in the above example, they would use two (2) hours) to allow total compensation hours to equal the number of hours in the regular work schedule (in the above example forty (40) hours). With the mutual agreement of their supervisor, employees on an alternative work schedule may also revert to a standard 40-hour work week for a holiday work week. Holidays paid for but not worked shall be recognized as time worked for purposes of determining weekly overtime for FLSA non-exempt employees.

B. Work performed on holidays by FLSA non-exempt employees shall be paid at one and one-half (1-1/2) times the regular rate. In addition, the employee shall receive the regular holiday pay prorated in accordance with their regular schedule. For example:

Scheduled Hours per Week	Pro-rated Hours of Annual Holiday Earnings	Holiday Compensation for Each of the 12 Holidays
35.0	84.0	7.0 hours
40.0	96.0	8.0 hours

ARTICLE 5: VACATION

Section 1. Employees eligible for leave benefits shall be granted vacations with pay as follows:

Full Years of Service		Maximum Total Days
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year	26	30

A. Vacation accrual rates for an employee who works other than the full time schedule standard to his or her work unit shall be prorated to reflect his or her normally scheduled work week.

B. Employees eligible for vacation leave shall accrue vacation leave from their date of hire in a benefit eligible position.

C. Employees eligible for vacation leave shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a leave eligible position, and if they leave County employment prior to successfully completing their first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave.

D. Employees eligible for leave shall not use or be paid for vacation leave until it has

1 accrued and such use or payment is consistent with the provisions of this Article.

2 **E.** No employee eligible for leave shall work for compensation for the County in any
3 capacity during the time that the employee is on vacation leave.

4 **F.** In cases of separation from County employment by death of an employee with
5 accrued vacation leave and who has successfully completed his/her first six (6) months of County
6 service in a leave eligible position, payment of unused vacation leave up to the maximum accrual
7 amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law,
8 RCW Title 11.

9 **G.** If an employee resigns from a benefit eligible position or is laid off and
10 subsequently returns to County employment within two (2) years from such resignation or layoff, as
11 applicable, the employee's prior County service shall be counted in determining the vacation leave
12 accrual rate under Section 1.

13 **H.** Benefit eligible employees may accrue up to sixty (60) days vacation leave,
14 prorated to reflect their normal work schedule. Such employees shall use vacation leave beyond the
15 maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond
16 the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum
17 amount unless the appointing authority has approved a carryover of such vacation leave because of
18 cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

19 **Section 2. Vacation Payout.** Benefit eligible employees shall be paid for accrued vacation
20 leave to their date of separation up to the maximum accrual amount if they have successfully
21 completed their first six (6) months of County service. Payment shall be the accrued vacation leave
22 multiplied by the employee's regular base rate of pay in effect upon the date of leaving County
23 employment less mandatory withholdings; provided that special assignments shall not be considered to
24 be a part of the base rate.

25 **Section 3. Use of Vacation.** FLSA exempt employees may use vacation leave in increments
26 of not less than one (1) day. FLSA non-exempt employees may use vacation leave in one-half (1/2)
27 hour increments, at the discretion of the appointing authority.

28 **Section 4. Vacation Donation.** Any benefit eligible employee who has completed at least

1 one (1) year of service may donate to any other benefit eligible employee a portion of his or her
2 accrued vacation for the purpose of supplementing the sick or family leave benefits of the receiving
3 employee. Donated vacation shall be converted to a dollar value based upon the donor's straight time
4 rate.

5 Vacation donations are strictly voluntary. Employees are prohibited from offering or receiving
6 monetary or any other compensation in exchange for donating vacation hours. The number of hours
7 donated shall not exceed the donor's accrued vacation credit as of the date of the request.

8 Donated vacation must be used within ninety (90) calendar days. Donated vacation not used
9 within ninety days or due to the death of the receiving employee shall revert to the donor.

10 Donated vacation is excluded from vacation payoff provisions.

ARTICLE 6: SICK LEAVE

Section 1. Sick Leave Accrual. A benefit eligible employee shall accrue sick leave benefits at the rate equal of 0.04616 hours for each hour on regular pay status exclusive of overtime up to a maximum of ninety-six (96) hours per year; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

Section 2. Uses of Sick Leave.

A. Sick leave may be used for the following personal reasons:

1. An employee's personal illness or injury; provided, that an employee who suffers an occupational illness or injury may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;

2. The employee's incapacitating injury, provided that:

a) An employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;

b) An employee may not collect sick leave for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County.

3. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth; except that the employee will not be required to exhaust accrued sick leave prior to taking an unpaid leave of absence for such disability.

4. An employee's exposure to contagious diseases and resulting quarantine;

5. An employee's medical, dental, or optical appointments, provided, that the employee's immediate supervisor has approved the use of sick leave for such appointments;

6. To care for the employee's child or the child of an employee's domestic partner if the following conditions are met:

a) The child is under the age of eighteen, or is more than 18 years old but is incapable of self-care due to mental or physical disability;

1 b) The employee is the natural parent, step-parent, adoptive parent,
2 legal guardian, foster-care parent, or other person having legal custody and control of the child;

3 c) The employee's child or the child of an employee's domestic partner
4 has a health condition requiring the employee's personal supervision during the hours of his/her
5 absence from work;

6 d) The employee actually attends to the child during the absence from
7 work;

8 7. Up to one day of sick leave may be used by an employee for the purpose of
9 being present at the birth of his/her child.

10 8. Leave eligible employees shall receive and expend sick leave benefits
11 proportionate to the employee's regular workday. For example: If a regular part-time employee
12 normally works four (4) hours per day and the department's normal work day is eight (8) hours, the
13 employee will receive four (4) hours of sick leave benefits for the month. Employees shall be entitled
14 to use sick leave in the maximum amount of three (3) days for each instance where such employee is
15 required to care for immediate family members who are seriously ill. There shall be no limit on the use
16 of sick leave to care for children under Section 2 A 6 of this Article.

17 B. Sick leave may also be used to care for other family members if:

18 1. The family member is the employee's spouse or domestic partner, the
19 employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a
20 parent of the employee's spouse or domestic partner; and the reason for the leave is one of the
21 following:

22 a) The birth of a son or daughter and care of the newborn child, or
23 placement of the son or daughter by adoption or foster care, if the leave is taken within twelve months
24 of the birth, adoption, or placement;

25 b) To care for the employee's child, or child of the employee's spouse
26 or domestic partner whose illness or health condition requires treatment or supervision by the
27 employee;

28 c) Care of a family member who suffers from a serious health condition

as defined in the King County Personnel Guidelines.

Section 3. King County Family and Medical Leave An employee may take up to eighteen (18) weeks of unpaid leave for his/her own serious health condition, and for family reasons as provided for in Section 2 above, within a twelve (12) month period (In accordance with the King County Personnel Guidelines). The leave may be continuous (which is consecutive days or weeks), or intermittent (which is taken in whole or partial days as needed). Intermittent leave is subject to the following conditions:

A. When leave is taken after the birth or placement of a child by adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's appointing authority;

B. An employee may take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or family member of the employee. If this leave is foreseeable based on planned medical treatment, the Department Director or his/her designee may require the employee to transfer temporarily to an available alternate position for which the employee is qualified and that has equivalent pay and benefits and that accommodates recurring periods of leave than the employee's regular position.

Use of donated leave shall run concurrently with the eighteen-week family medical leave entitlement. The County shall continue its contribution toward health care benefits during any unpaid leave taken under this Section.

Section 4. Federal Family and Medical Leave Entitlement. In accordance with the King County Personnel Guidelines, an eligible employee may take up to twelve (12) weeks of leave for his/her own serious health condition (as defined by the King County Personnel Guidelines), and for the birth or placement by adoption or foster care of a child, or for the serious health condition of an immediate family member, within a twelve (12) month period. The leave may be continuous (which is consecutive days or weeks), or intermittent (which is taken in whole or partial days as needed).

Section 5. Return from Approved Family and Medical Leave. An employee, who returns from unpaid family or medical leave within the time provided for in this Article, is entitled to the same position she/he occupied when the leave commenced or a position with equivalent status, benefits, pay

1 and other terms and conditions of employment.

2 Failure to return by the expiration date of the leave of absence may be cause for removal, and
3 may result in termination of the employee from County service.

4 **Section 6. Use of Vacation Leave.** An employee who has exhausted all of his/her sick leave
5 may use accrued vacation leave as sick leave before going on leave of absence without pay, if
6 approved by his/her immediate supervisor.

7 **Section 7. Sick Leave Donations.** Any leave eligible employee who maintains a sick leave
8 accrual balance of one hundred (100) hours may donate to any other leave eligible employees a
9 portion of his or her accrued sick leave upon written notice to the donating and receiving employees'
10 department director(s). Sick leave hour donations are strictly voluntary. No employee may donate
11 more than twenty-five (25) hours of his/her accrued sick leave in a calendar year, to a specific
12 individual. Employees are prohibited from offering or receiving monetary or any other compensation
13 in exchange for donating sick leave hours.

14 Donated hours shall be converted to a dollar value based upon the donor's straight time hourly
15 rate.

16 Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not
17 used within ninety days (90) or due to the death of the receiving employee shall revert to the donor.

18 Donated sick leave hours are exempt from sick leave payoff provisions.

19 **Section 8. Sick Leave Use.** Sick leave may be used by FLSA eligible employees in one-half
20 (1/2) hour increments at the discretion of their immediate supervisor. FLSA-exempt employees use
21 sick leave in increments for one (1) full workday.

22 **Section 9. Verification of Sick Leave.** Division management is responsible for the proper
23 administration of sick leave benefits. In cases where management has documentation to support a
24 history of excessive or patterned absenteeism, an employee may be put on written notice by the
25 Division Manager/designee that for a period not to exceed six (6) months, all sick leave usage by the
26 employee will require medical verification.

27 **Section 10. Sick Leave Upon Separation.** Separation from King County employment,
28 except by retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick

1 leave currently accrued to the employee. Should the employee resign in good standing and return to
2 the County within two (2) years, accrued sick leave shall be restored.

3 **Section 11. Sick Leave Cash Out.** Employees eligible to accrue sick leave, who have
4 successfully completed at least five (5) years of County employment, and who retire as a result of
5 length of service or who terminate by reason of death, shall be paid or their estates paid or as provided
6 for by RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused,
7 accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving
8 County employment less mandatory withholdings.

9 All payments shall be made in cash, based on the employee's hourly rate of pay, and there shall
10 be no deferred sick leave reimbursement.

1 **ARTICLE 7: LEAVES**

2 Employees who are eligible for leave benefits will be granted the following leaves:

3 **Section 1. School Volunteering.** Employees may use up to three (3) days of sick leave per
4 calendar year for the purpose of volunteering in a school, in accordance with existing County policies
5 and practices.

6 **Section 2. Leave of Absence Without Pay.** If a leave of absence is taken in conjunction
7 with a workers' compensation claim, no authorization for the leave is required. Except as otherwise
8 provided under Article 6 (Sick Leave) and Article 7, Section 3 (Military Leave). All other leaves of
9 absence without pay are administered as follows:

10 **A.** An employee eligible for leave benefits may take a leave of absence without pay for
11 less than thirty (30) days if authorized in writing by the employee's appointing authority.

12 **B.** An employee eligible for leave benefits may take a leave of absence without pay for
13 more than thirty (30) calendar days if authorized in writing by the employee's appointing authority and
14 the Director.

15 **C.** Leaves of absence without pay will be for periods not to exceed one (1) year.
16 However, the appointing authority may, in special circumstances, grant an extension beyond one (1)
17 year.

18 **D.** An employee who is on a leave of absence without pay will not accrue vacation or
19 sick leave. In addition, leaves of absence in excess of thirty (30) days, except for family or medical
20 leave, or military leave will result in the loss of paid health and other insured benefits.

21 **E.** If a leave of absence without pay was granted to an employee for the purpose of
22 recovering health, the appointing authority will require the employee to submit a physician's statement
23 concerning the employee's ability to resume duties before allowing the employee to return to work.

24 **F.** An employee who is on a leave of absence without pay may return from the leave
25 before its expiration date if the employee provides the appointing authority with a written request to
26 that effect at least fifteen (15) days before resuming duties.

27 **G.** Failure to return to work by the expiration date of a leave of absence without pay
28 will result in the employee's automatic termination from county employment.

1 **H.** A leave of absence without pay may be revoked by the appointing authority if the
2 appointing authority learns that the leave of absence was requested and granted under false pretenses,
3 or that the need for such leave of absence has ceased to exist.

4 **I.** When a leave of absence without pay is used in conjunction with paid leave time, the
5 paid leave time must be used first.

6 **J.** Employees who wish to complete educational programs may request a leave of
7 absence without pay for this purpose.

8 **Section 3. Military Leave of Absence.** A leave of absence for active military duty or active
9 military training duty will be granted to eligible employees in accordance with County policy and
10 applicable state and federal laws.

11 **Section 4. Jury Duty.** If an employee eligible for leave benefits is called for jury duty, then
12 the employee will be entitled to regular pay for all workdays that the employee misses due to jury
13 duty. The employee should deposit his or her jury duty fees, excluding mileage, with the Department
14 of Finance. Employees must contact their supervisor when dismissed from jury duty during regularly
15 scheduled working hours and may be required to report back to work.

16 **Section 5. Authorized Leave Due to Inclement Weather or Safety Concerns.**

17 **A.** Where a department director officially closes operations in his/her department
18 because of adverse weather conditions, or orders employees to leave the premises because of safety
19 concerns, all non-essential employees who are scheduled to work will be paid for the normally
20 scheduled work day. This applies to affected overtime exempt as well as hourly employees. Only
21 hours actually worked will be used to determine overtime eligibility for the week.

22 **1.** Employees who previously request and have been approved for time off
23 (e.g., vacation or sick leave, compensatory time-off, leaves of absence) will have hours deducted from
24 their accruals as approved.

25 **2.** Essential employees who are scheduled to work but do not because of
26 adverse weather conditions may use accrued vacation or comp time (hourly employees) or accrued
27 vacation or executive leave (FLSA exempt employees), or the time will be charged as leave-without-
28 pay for the scheduled work day. A department director or his or her designee shall make the

determination as to which employees are essential and, consequently, which employees are required to report for work despite emergency conditions.

B. Where a department, office or facility remains open but weather conditions prevent an employee from reporting to work, the following will apply:

- 1.** The employee will notify his or her supervisor as soon as possible.
 - 2.** The employee may request, and the supervisor may approve, the use of compensatory time, vacation time, or leave without pay to cover absences due to inclement weather.
- Sick leave may not be used to cover absences due to inclement weather.

Section 6. Organ Donor Leave. An employee who is eligible for leave benefits may take five (5) days paid leave to participate as a donor in a life-giving or life-saving procedure (for example, bone marrow transplants, kidney transplants, and blood transfusions). The paid leave will not be charged to family leave, sick leave, vacation leave or leave of absence without pay. There must be reasonable expectation that the employee's failure to participate may result in serious illness, injury, pain, or the eventual death of the identified recipient. The employee must take the following steps:

A. Give the appointing authority reasonable advance notice of the need to take time off.

B. Provide written proof from an accredited medical institution, organization, or individual as to the need for the employee to donate or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

Time off from work that exceeds five (5) working days is subject to other leave provisions of this Agreement.

Section 7. Bereavement Leave.

A. If a leave eligible employee's close relative or close relative of the employee's spouse/domestic partner dies, such employee is entitled to three (3) days off with pay for bereavement leave. If an employee requests more time, up to an additional three (3) days may be used from the employee's sick leave balance.

B. In the application of any of the foregoing provisions, holidays or regular days off falling within the prescribed period of absence shall not be charged bereavement leave entitlements.

Section 8. Executive Leave. The nature of the work of many employees represented by this Agreement sometimes requires them to be on-call for significant periods of time and to work, on an on-going basis, substantially in excess of the standard work schedule for other County employees. FLSA-exempt leave-eligible Planning Bargaining Unit employees shall receive 3 days of executive leave per year and shall also be eligible for up to 7 additional days of executive leave pursuant to Executive Policy PER 8-1-1. All other FLSA-exempt employees may be granted up to a maximum of ten (10) days annually executive leave pursuant to Executive Policy PER 8-1-1, when authorized by their immediate supervisor. Executive leave must be used in the payroll year it was granted and cannot be carried into the next payroll year or cashed-out.

Section 9. Promotional Examinations. Benefit eligible employees will be entitled to necessary time off with pay in order to take county qualifying or promotional examinations. This will include time required to complete any required interviews, scheduled during the employee's working hours. This does not include time required to complete questionnaires.

1 **ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES**

2 **Section 1. COLA.** Effective on January 1, 2003, 2004, and 2005 the base wage rates in
3 effect the previous December 31 for all employees shall be increased by 90% of the CPI-W All Cities
4 Index (September to September) with a maximum increase of six (6) percent but not less than two (2)
5 percent.

6 **Section 2. Salary Schedule.** Step progression and placement will be on the County's Ten
7 Step Squared Wage Schedule. All employees shall progress at a rate of two (2) steps (a step equaling
8 one (1) step on the County Ten Step Squared Wage Schedule). Career Service employees shall
9 progress on January 1st of each year (provided they have completed their probationary period).
10 Employees in the Planning Unit will progress automatically two (2) steps at a time to Step 10.
11 Employees in the Professional Unit will progress automatically to Step 4 and after that on the basis of
12 merit they will progress two (2) steps on the County Ten Step Squared Wage Schedule. All new
13 employees shall be hired in at Step 2 and progress from there unless hired in at a higher step. Upon
14 the enactment of this Agreement Temporary and Temporary Long Term employees may be given step
15 increases in accordance with the progression rate established in this Agreement on the employee's
16 anniversary date at management's discretion.

17 **Section 3. Merit Pay.** Employees who are at the top step of their salary range will be eligible
18 annually for a merit increase of either 2.5% or 5% above the top step, at the County's discretion.
19 Employees are eligible for the merit increase who have achieved a performance rating of "outstanding"
20 (at least 4.34 on a scale of 1-5) in two (2) consecutive years.

21 An employee's performance rating and a decision to grant a merit increase is not subject to the
22 grievance and arbitration provisions of Article 12, Dispute Resolution Procedures.

23 **Section 4. Probation.** The length of an employee's probation shall be six (6) months.
24 However, the County can extend an employee's probation up to an additional six (6) months with the
25 concurrence of the Union. Consistent with the definition of "probationary employee" and
26 "probationary period" contained in the King County Personnel Guidelines 16.10, during probation, an
27 employee is "at will" during his/her probation and probationary terminations are not subject to the
28 grievance and arbitration provisions of this Agreement. All new employees will progress to step four

(4) at the successful completion of probation, unless the employee was hired at a higher step, in which case progression is at the discretion of the Division Manager.

1 **ARTICLE 9: HOURS OF WORK AND OVERTIME**

2 **Section 1. Work Week.** For employees who are FLSA eligible the standard work week shall
3 consist of between thirty-five (35) to forty (40) hours within a seven (7) consecutive day period,
4 exclusive of lunch periods. The parties agree the County will not require modification of an
5 employee's schedule to avoid overtime.

6 **Section 2. Alternative Work Schedules.** Alternative work schedules and telecommuting
7 schedules may be established in accordance with Executive policy PER 18-1, May 1, 1990, re:
8 Alternative Work Schedules, as amended. The County and the Union agree that alternative work
9 schedules may be established that are mutually agreed upon. When a supervisor establishes a schedule
10 change or determines how to respond to an employee request for an alternative work schedule, he/she
11 must consider the employee's child care and other family and transportation needs in making the
12 decision.

13 **Section 3. Overtime.** Overtime eligible employees shall be compensated at the rate of time
14 and one-half for all hours worked in excess of forty (40) hours in one workweek, or work on a
15 holiday. Overtime may be paid as compensatory time at the rate of time and one-half, if requested by
16 the employee and approved by the supervisor, pursuant to County policy.

17 **Section 4. FLSA Exempt.** Employees exempt from the Federal Fair Labor Standards Act are
18 covered under the King County Executive Leave Pay and Leave Practices for Executive
19 Administration and Professional Employees policy (Executive Policy PER 8-1-1), as amended and are
20 expected to work the hours necessary to perform their jobs. It is understood by the County and the
21 Union that FLSA exempt employees will be treated in accordance with applicable wage and hour laws.

ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE

Section 1. There shall be established a Labor-Management Insurance Committee comprised of an equal number of representatives from the County and the Labor Union Coalition whose function shall be to review, study, and make recommendations relative to existing medical, dental and life insurance programs.

Section 2. The Union and the County agree to incorporate changes to employee insurance benefits that the County may implement as a result of the agreement of the Joint Labor-Management Insurance Committee.

1 **ARTICLE 11: MISCELLANEOUS**

2 **Section 1. Mileage Reimbursement.** All employees who have been authorized to use their
3 own transportation on County business shall be reimbursed at the rate established by County Council
4 action.

5 **Section 2. Classification.** The County shall furnish the Union with specific classification
6 specifications for classifications in the bargaining unit. The County and the Union shall meet to review
7 proposed modifications and revisions to said specifications and will negotiate the resulting impacts.

8 **Section 3. Reclassification.** Requests for reclassification may be made because an employee
9 has been working in an out of class assignment for twelve (12) months or longer, or because there is a
10 significant change in an employee's duties and responsibilities for a period of twelve (12) months or
11 longer. No employee shall submit a reclassification request if it is has been less than one (1) year since
12 the date of a previous reclassification determination.

13 Requests for reclassification must be submitted on the County's Position Description
14 Questionnaire (PDQ) form. The employee will provide a completed copy of the form to his/her
15 supervisor for review and comment. The supervisor will review and comment within thirty (30)
16 calendar days, and then forward the form to the division manager. The division manager shall have
17 thirty (30) days to review and comment and forward form to the Human Resources Division (HRD) of
18 the Department of Executive Services.

19 If the supervisor or division manager has any disagreement with the information provided on
20 the form by the employee, the supervisor or division manager will discuss this disagreement with the
21 employee prior to forwarding the form to HRD.

22 If HRD determines that an employee should be reclassified, the reclassification will be effective
23 the date the PDQ was submitted to the employee's supervisor. If HRD determines that a
24 reclassification is not appropriate, the Union may request a hearing with a mutually agreed upon
25 mediator/arbitrator as provided through the King County Alternative Dispute Program within thirty
26 (30) calendar days from the date the employee was notified that a reclassification would not take
27 place.

28 The parties are agreed that the mediator/arbitrator's role in this hearing will be to consider

1 testimonial and documentary evidence presented by the County and the Union regarding the
2 employee's appropriate job classification. The mediator/arbitrator will make a determination as to
3 whether the employee is correctly classified and, if not, the appropriate classification to which the
4 employee should be assigned.

5 The parties agree that should there be a reclassification dispute, hearings shall be conducted up
6 to twice a year as agreed upon by the parties.

7 **Section 4. Training Opportunities.** The County recognizes the benefit of training and will
8 provide information and access to training opportunities for employees within budgeted
9 appropriations. The County may provide employees release time to attend training programs that will
10 be beneficial to their job performance.

11 **A. Training Costs/Reimbursement.** An employee who takes individual classes or
12 courses which management determines to be job-related may be eligible to receive reimbursement
13 from the County for up to 100% of the class or course fees. If the County requires attendance at such
14 training programs, the County will pay the expenses incurred. The decision to provide any
15 reimbursement or initial course approval rests solely with the Division Manager. Training may include
16 courses, conferences, workshops and other professional networking opportunities.

17 **B. Tuition Reimbursement.** An employee may receive up to 50% tuition
18 reimbursement for successful completion of continuing education classes. To be eligible for tuition
19 reimbursement:

20 1. The employee must have worked for the County for the previous twelve
21 (12) months.

22 2. The employee must obtain prior approval from his/her supervisor and the
23 Division Manager; if approved, the manager will indicate the amount of reimbursement for which the
24 employee is eligible.

25 3. In the opinion of the employee's supervisor and the Division manager, the
26 course will increase the employee's competence, growth, effectiveness in his/her present position
27 and/or prepare the employee for future promotional opportunities.

28 4. The employee must receive a grade of "C" or better. When the course does

1 not require a formal system of grading, an official record of satisfactory completion from the
2 institution must be submitted.

3 Tuition reimbursement is limited to tuition, laboratory fees and textbooks. All fees, expenses
4 are paid by the employee. The decision to provide any reimbursement or initial course approval rests
5 solely with the Division Manager.

6 **Section 5. Bus Passes.** The Employer will provide all benefit eligible employees with bus
7 passes at no cost in accordance with current practice and County ordinance.

8 **Section 6. Technological Changes.** The effects of County implementation of new
9 technologies that affect working conditions, wages, and hours of work will be negotiated with the
10 Union.

11 **Section 7. Bi-weekly Pay.** The County may move employees to a bi-weekly pay system.
12 The County will bargain the impact of such a change.

1 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES**

2 **Section 1. Grievance.** King County recognizes the importance and desirability of settling
3 grievances promptly and fairly in the interest of continued good employee relations and morale and to
4 this end the following procedure is outlined. To accomplish this, every effort will be made to settle
5 grievances at the lowest possible level of supervision.

6 **A.** Grievances may be heard on County time and no employee shall receive
7 compensation beyond normal working hours while attending grievance meetings. Employees are not
8 authorized to attend grievance preparation meetings on County time.

9 **B.** Employees will be unimpeded and free from restraint, interference, coercion,
10 discrimination or reprisal in seeking adjudication of their grievances.

11 **Section 2. Definition.** A grievance is an issue raised by a party to this Agreement relating to
12 interpretation and application of rights, benefits, or conditions of employment as contained in this
13 Agreement, except that written and verbal reprimands cannot be brought before an Arbitrator.

14 **Section 3. Grievance Procedure.**

15 *Step 1 - Supervisor.* A grievance shall be verbally presented by the aggrieved employee
16 and his/her representative, if the employee wishes, within fifteen (15) working days of the date when
17 the employee could reasonably be expected to know of the basis for a grievance, to the employee's
18 supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify
19 the employee within ten (10) working days. If a grievance is not presented in writing to the next level
20 within ten (10) working days thereafter, it shall be presumed resolved.

21 *Step 2 - Division Manager.* If after thorough discussion with the supervisor, the
22 grievance has not been satisfactorily resolved at Step 1, the employee and his/her representative shall
23 reduce the grievance to writing and present it to the Division Manager/designee for investigation,
24 discussion, and written reply. The grievance must: a) fully describe the facts as they are understood
25 and how the employee was affected, b) set forth the Article(s) and Section(s) of the Agreement
26 allegedly violated, and c) specify the remedy or solution being sought by the employee filing the
27 grievance. The Division Manager/designee shall make his/her written decision available to the
28 aggrieved employee within ten (10) working days. If the grievance is not pursued to the next higher

level within the following ten (10) working days, it shall be presumed resolved.

Step 3 - Labor Relations Manager or designee. If the decision of the Division Manager/designee has not resolved the grievance, the grievance along with supporting documentation may be presented to the Labor Relations Manager or designee assigned to this Agreement for review. The Labor Relations Manager or designee may request information in addition to that in the grievance file and will determine the scope and method of the review. The Labor Relations Manager or designee shall render a decision within ten (10) working days of his/her receipt of the grievance file. If the grievance is not pursued to the next higher level within ten (10) working days, it shall be presumed resolved.

Step - Arbitration. If the decision of the Labor Relations Manager or designee does not resolve the grievance, either party may request arbitration within twenty (20) working days of receipt of the Step 3 decision. If Arbitration has been timely requested, the parties may, by mutual agreement, attempt to mediate the matter through an Alternative Dispute Resolution process, as described in Section 7 of this Article. County initiated grievances may be filed at this step. Should arbitration be necessary either after an attempt to mediate the dispute or directly after Step 3 of the grievance process, the County and the Union shall select a third disinterested party to serve as an arbitrator. In the event that the County and the Union are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of five arbitrators furnished by the American Arbitration Association or the Federal Mediation and Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains. The party to strike first shall be determined by a coin toss. The arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both County and the Union. No matter may be arbitrated which the County, by law, has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board, as defined in RCW 41.56.

Section 4. Authority of Arbitrator. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and

1 interpret the provisions of this Agreement in reaching a decision.

2 **Section 5. Costs.** Each party to an arbitration proceeding shall bear their own costs, expenses
3 and fees associated with the arbitration including attorney's fees regardless of outcome, except that
4 the arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by
5 both County and the Union.

6 **Section 6. Work Stoppage.** There shall be no strikes, cessation of work or lockout during
7 such conferences or arbitration.

8 **Section 7. Optional Mediation.** If a grievance was not successfully resolved after Step 3 of
9 the above grievance process, the County and the Union may agree to attempt to mediate the matter
10 through an Alternative Dispute Resolution (ADR) process. The County and the Union agree to utilize
11 the County's ADR Office and will attempt to conclude this process within twenty (20) working days
12 of the decision to mediate.

13 A. If the matter is resolved, the grievance will be withdrawn.

14 B. If the matter is not resolved, the grievance maybe moved to arbitration provided the
15 moving party notifies the other within ten (10) work days of concluding the meditation process.

16 C. Discussions during the mediation process, including offers to settle the matter, will
17 not be used as evidence or referred to if the grievance is moved to arbitration.

18 **Section 8. Unfair Labor Practice.** The County and the Union agree that thirty (30) days
19 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
20 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing with
21 PERC would otherwise pass or the complaining party is seeking a temporary restraining order as relief
22 for the alleged Unfair Labor Practice.

23 **Section 9. Time Limits.** Time Limits set forth in this Article may be extended by mutual
24 agreement.

25 **Section 10. Temporary Employees.** Probationary, provisional, temporary, and term-limited
26 employees are employed at will and cannot use the procedures of this Article to grieve a job
27 separation.

ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY

The County or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, sexual orientation, marital status, age, sex, ancestry, or sensory, mental, or physical disability.

ARTICLE 14: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decrees of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof, provided, however, upon such invalidation the County and the Union agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

1 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1. Penalty.** The County and the Union agree that the public interest requires efficient
3 and uninterrupted performance of all County services and to this end pledge their best efforts to avoid
4 or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
5 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
6 duties, sick leave absence which is not bona fide, or other interference with County functions by
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps to
8 end such interference. Any concerted action by any employee in the bargaining unit shall be deemed a
9 work stoppage if any of the above activities have occurred. Being absent without authorized leave
10 shall be considered as an automatic resignation. Such a resignation may be rescinded by the division
11 manager if the employee presents satisfactory reasons for his/her absence within three (3) calendar
12 days of the date his automatic resignation became effective.

13 **Section 2. Union Responsibility.** Upon notification in writing by the County to the Union
14 that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order
15 such members to immediately cease engaging in such work stoppage and provide the County with a
16 copy of such order. In addition, if requested by the County a responsible official of the Union shall
17 publicly order such Union employees to cease engaging in such a work stoppage.

18 **Section 3. Consequences.** Any employee who commits any act prohibited in this section will
19 be subject in accord with the County's Work Rules to the following action or penalties:

20 **A.** Discharge.

21 **B.** Suspension or other disciplinary action as may be applicable to such employee.
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ARTICLE 16: WAIVER AND COMPLETE AGREEMENT

The County and the Union acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

1 **ARTICLE 17: DISCIPLINE AND EMPLOYEE RIGHTS**

2 **Section 1. Just Cause.** No career service employee shall be disciplined except for just cause.

3 **Section 2. Off Duty Activities.** The off-duty activities of employees shall not be cause for
4 disciplinary action unless said activities are detrimental to the employee's work performance or the
5 program of the agency.

6 **Section 3. Progressive Discipline.** The parties agree that in their respective roles primary
7 emphasis shall be placed on preventing situations requiring disciplinary actions through effective
8 employee-management relations. The primary objective of discipline shall be to correct and
9 rehabilitate, not to punish or penalize. Counseling and warnings (whether issued in writing or
10 verbally) are not considered discipline and shall not be grievable.

11 **Section 4. Employee Files.** The employee and/or representative may examine the employee's
12 personnel file(s) if the employee so authorizes in writing. Material placed into the employee's files(s)
13 relating to job performance shall be brought to his or her attention. The employee shall have the right
14 to insert documentation into the file(s) that responds to said material. Unauthorized persons shall not
15 have access to employee files or other personal data relating to their employment.

1 **ARTICLE 18: WORK OUTSIDE OF CLASSIFICATION**

2 **Section 1. Defined.** It is understood by the County and the Union that an employee may be
3 assigned in writing to perform the preponderance of duties of a higher classification by the division
4 manager/designee.

5 **Section 2. Compensation.** An employee assigned to a higher classification shall be paid at
6 the first step of the pay range assigned to the higher classification or a minimum of five (5) percent
7 over the employee's regular rate of pay received, whichever is greater, for all time spent while so
8 assigned. An employee will continue to receive step increases according to the Salary Schedule.

ARTICLE 19: LABOR MANAGEMENT COMMITTEE

The County and the Union agree to establish a joint labor-management committee (LMC) for the purpose of discussing matters or concerns of either party. Grievances, unfair labor practices, lawsuits and disciplinary matters are not subjects for discussion for the LMC. The County and the Union also understand that the LMC is not a substitute for bargaining and has no authority to amend the contract. Meetings will be held as needed and may be called by either party. The party requesting the meeting will be responsible for coordinating the meeting. The Union and County will co-chair the meeting and will determine the appropriate participants, not to exceed four (4) for either party.

1 **ARTICLE 20. SENIORITY AND LAYOFF/RECALL**

2 **Section 1. Seniority.** Seniority is under the jurisdiction of the Union. All issues pertaining to
3 seniority are not grievable and will be settled by the Union. The Union shall establish seniority dates
4 for all employees and inform the County of these dates.

5 **A.** For all Transportation Planners, Grants and Contracts Officers and Communication
6 Specialists (Planning Bargaining Unit), seniority shall be established as the length of time the employee
7 has been in position now covered by this contract (full-time, part-time, permanent, or temporary)
8 prorated for part-time schedules.

9 **B.** Seniority for all employees in classifications covered by the Professional Bargaining
10 Unit in April of 2001 shall be defined as the length of time the employee has been employed by King
11 County.

12 **C.** Employees who join this bargaining unit in any other circumstances shall have their
13 seniority dated established as the date they are hired into a represented position.

14 **D.** An employee who leaves the bargaining unit for any reason (except termination for
15 just cause) shall retain his/her layoff seniority in the bargaining unit covered by this contract for one
16 year. If the absence is for educational purposes, seniority will be reinstated if the employee returns to
17 the bargaining unit within two (2) years.

18 **E.** Employees from the Transit Professional and Technical Unit, will retain their
19 seniority should they move into a position represented by this Agreement.

20 **Section 2. Notice to Union.** When the elimination of a position will result in an employee
21 being laid off, the County will provide written notice to the Union and the affected employee at least
22 ninety (90) calendar days prior to the effective date of the layoff.

23 **Section 3. Order of Layoff.** In the event of a reduction in force, layoffs shall be by position.
24 The positions to be eliminated will be at the sole discretion of management.

25 **Section 4. Placement in Vacancy.** The County and Union will meet and jointly endeavor to
26 find ways to minimize, or eliminate, the number of employees who must be laid off. The County will
27 attempt to place an employee scheduled for layoff in an available vacant position within King County if
28 she/he meets the minimum qualifications. If there is more than one available position which the

employee is qualified, the County will consider the employee's preference for making the placement. The employee may decline placement into a different classification or division and elect to bump as described in Section 5.

Section 5. Bumping. An employee who is not placed as described under Section 4, may elect to bump an employee with less seniority within the same classification series within his/her division for which she/he meets the minimum knowledge, skills and ability to do the job within five (5) working days from receiving their layoff notice. The order of bumping will start with the least senior employee and will go through all employees who have less seniority than the employee slated for layoff within the same classification.

A. Bumping shall not result in a promotion.

B. If there is more than one employee who is being laid off at one time, the order of bumping starts with the most senior employee.

C. An employee may bump an employee in a lower classification within his/her same classification series within his/her division if the employee meets the minimum knowledge, skills and ability to do the job. Bumping will start with the least senior member and will go through all employees who have less seniority than the employee being laid off.

D. For the purposes of Section 5 above, the Department of Transportation Administrative Work Division will be considered a Division.

Section 6. Recall. An employee who is laid off will have recall rights to other vacant County positions, in accordance with the King County Personnel Guidelines, for a period of two (2) years following the employee's layoff. In addition, the employee will retain specific recall rights to the position from which s/he was laid off for an additional one (1) year period following the end of the two (2) year general recall period. During the three (3) year specific recall period, the employee will retain specific recall rights to the position from which she/he was laid off regardless of whether the employee has accepted a different position within the County.

When the County is filling a bargaining unit position and there are laid-off employees who have held such positions within the previous (5) five years, the position will be offered to such employees. If there is more than one employee in such situation, the hiring authority will decide which employee

1 will be offered the position.

2 **Section 7. Unsuccessful Placement.** When a laid-off employee applies for, or is referred to,
3 a position and such employee is unsuccessful in obtaining the position, the employee will be provided
4 with the rationale for non-selection, interview and test scores, and any other documentation used to
5 make the determination.

6 **Section 8. Reinstatement.** An employee who is recalled from layoff will have all unpaid sick
7 leave balances; seniority and vacation leave accrual rates restored.

8 **Section 9. Outplacement.** The County will provide outplacement services for employees
9 who have been notified of their impending layoff and who have not yet been placed into another
10 comparable King County position as provided under Sections 4, 5, and 6 of this Article. Each affected
11 employee will be allowed to access such outplacement services for a period of one (1) year following
12 receipt of their notice of layoff, or until recalled, or to a maximum expenditure of \$2,500, whichever
13 comes first.

1 **ARTICLE 21: UNION REPRESENTATION**

2 **Section 1. Union Representative Visits.** Authorized representatives of the Union may, after
3 notifying the County official in charge, visit the work location of employees covered by this
4 Agreement at any reasonable time for the purpose of investigating grievances, but shall not conduct
5 Union business on County time.

6 **Section 2. Member Access.** Authorized representatives of the Union may have reasonable
7 access to its members in County facilities for transmittal of information or representation purposes
8 before work and during lunch breaks or other regular breaks as long as the work of the County
9 employees and services to the public are unimpaired.

10 **Section 3. Stewards.** The Union shall have the right to appoint stewards within Sections and
11 locations where its members are employed under the terms of this Agreement.

12 **Section 4. Employee Rights.** It shall be a violation of this Agreement to directly or indirectly
13 interfere with, restrain, coerce, or discriminate against any employee or group of employees in the free
14 exercise of their right to organize and designate representatives of their own choosing for the purpose
15 of collective bargaining or in the free exercise of any other right under RCW 41.56.

16 **Section 5. Communications.** The County agrees to permit the Union to post on County
17 bulletin boards the announcement of meetings, election of officers, and any other Union material,
18 provided there is sufficient space.

ARTICLE 22: DURATION

This Agreement shall become effective upon the conclusion of the approval process by King County Council and cover the period January 1, 2003 through December 31, 2005.

Contract negotiations for the period beginning January 1, 2006 may be initiated by either party providing to the other written notice of its intention to do so prior to that date. It is the goal of both County and the Union to conclude negotiations prior to expiration of this Agreement.

APPROVED this _____ day of _____, 2002

By _____

King County Executive

INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17

Whitney Hupf, Union Representative

Employee Representative:

Jay Osborne, Union Representative

Date

Employee Representative:

Hossein Barahimi, Union Representative

Date